



DEFENSE LOGISTICS AGENCY
DEFENSE ENERGY SUPPORT CENTER (DESC)
Ground Fuels Division II, DESC-PLC
8725 JOHN J. KINGMAN RD, STE 2941
FT BELVOIR VA 22060-6222

FACSIMILE: (703) 767-8506 or DSN 427-8506

<http://www.desc.dla.mil>

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SP0600-00-R-0025

SOLICITATION OF OFFERS

FOR SALE OF

FUEL OIL, RECLAIMED (FOR)

AT

**Fleet and Industrial Supply Center (FISC)
PEARL HARBOR, HI**

Offers Closing Date: **25 January 2000**

BUYER:
PHONE:

NANCY BARNETT
(703) 767-9543

CONTRACTING OFFICER:
PHONE:

KATHRYN R. RISO
(703) 767-9511

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SECTION A – SOLICITATION

A.1 Introduction/Description

The Defense Logistics Agency (DLA), Defense Energy Support Center (DESC), is soliciting written offers for the sale of approximately **1,500,000** United States Gallons (USG) of **Fuel Oil, Reclaimed (FOR)** located at **Fleet and Industrial Supply Center (FISC) Pearl Harbor, HI**. The deadline for the receipt of offers is **3:00 p.m.**, local time Fort Belvoir, Virginia, USA, on **25 January 2000**. Offers should be based on the terms and conditions set forth in this solicitation.

SECTION B – PRICE

B.1 Preparation and Submission of Offers

a. The minimum offer for this **product** shall be for the removal of all **product**. An offer for less than the minimum quantity shall be considered non-responsive. Offerors should telephone the Contracting Officer at (703) 767-**9511** or Buyer at (703) 767-**9543**, prior to the submission of an offer to clarify issues or resolve concerns regarding this sales initiative.

b. All offers are to be fully executed and must be submitted with an original signature appearing on the form provided in **EXHIBIT A – Solicitation/Contract for Sale of Product**. The Offeror shall:

- (1) enter the mode of pick-up to be used;
- (2) enter the unit price; and
- (3) the total price in the "Total Offered Price" column. Offeror must submit the price for removal of all of the product.

c. Each Offeror shall complete and furnish **SECTION I - Certifications** along with its offer.

d. Original offers and modifications submitted by mail or hand delivered shall be enclosed in a sealed envelope and addressed to:

**ATTN: BID CUSTODIAN, DESC-CPC, RM 3729
DEFENSE ENERGY SUPPORT CENTER (DESC)
8725 JOHN J. KINGMAN RD STE 4950
FORT BELVOIR VA 22060-6220**

e. Place the name and address of the Offeror in the upper left corner and the following information in the lower left corner on the face of the envelope: **Solicitation of Offers: SP0600-00-R-0025**.

f. Offerors may submit facsimile offers under this solicitation. These responses must arrive at the place, and by the time, specified in this solicitation (see **SECTION B.3 – Facsimile Offers, Modifications, and Withdrawals**). Offerors should use the facsimile number: **(703) 767-8506**.

g. Offers are to be entered in the space(s) provided in **EXHIBIT A – Solicitation/Contract for Sale of Product**. By the submission of an offer, the Offeror agrees to be bound by the terms and conditions of this solicitation.

h. In compliance with the solicitation, the Offeror agrees, if this offer is accepted within two (2) calendar days from the date specified in the solicitation for receipt of offers, to purchase all **product** on which offers are made at the price offered and to take delivery of the **product** within the removal period specified in **SECTION E - Removal of Product**.

B.2 Modification and Withdrawal of Offers

a. Offers may be withdrawn or modified by written notice or facsimile or telegram received at any time prior to the exact time specified for receipt of offers (see **SECTION B.3 – Facsimile Offers, Modifications, and Withdrawals** below).

b. Prior to the exact time specified for receipt of offers, an offer may be withdrawn in person by an Offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

B.3 Facsimile Offers, Modifications, and Withdrawals

Offers, modifications, and withdrawals submitted by facsimile will be accepted any time prior to the exact time set for the receipt of offers. Offerors should use the facsimile number: **(703) 767-8506**.

(1) Definition. "Facsimile offer/modification", as used in the solicitation, means an offer, a modification of an offer, or withdrawal of an offer that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(2) Facsimile offers/modifications that reject any of the terms, conditions, and provisions of this solicitation, are otherwise incomplete, or contain garbled information, may be excluded from consideration.

(3) Facsimile offers/modifications must contain the required signatures.

(4) If requested to do so by the Contracting Officer, the apparently successful Offeror agrees to promptly submit the complete original signed offer/modification.

(5) If the Offeror chooses to transmit a facsimile offer/modification, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer/modification including, but not limited to, the following:

- (a) Receipt of garbled or incomplete offer/modification.
- (b) Availability or condition of the receiving facsimile equipment.
- (c) Incompatibility between the sending and receiving equipment.
- (d) Delay in transmission or receipt of the offer/modification.
- (e) Failure of the Offeror to properly identify the offer/modification.
- (f) Illegibility of offer/modification.
- (g) Security of the data contained in the offer/modification.

B.4 Late Submissions, Modifications, and Withdrawals of Offers

a. Any offer received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 10th of the month must have been mailed by the 5th); or

(2) Was sent by mail and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(3) Was sent by US Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term working days excludes weekends and US Federal holidays; or

(4) Is the only offer received.

b. Any modification or withdrawal of an offer, except a modification resulting in the Contracting Officer's request for a "final proposal revision", is subject to the same conditions as in Subparagraphs a.(1), (2), and (3) of this provision.

c. A modification resulting from the Contracting Officer's request for final proposal revision received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

d. The only acceptable evidence to establish the date of mailing of a late offer or modification sent either by registered or certified mail is the US or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the US or Canadian Postal Service. Both postmarks must show a legible date or the offer or modification shall be processed as if mailed late. Postmark means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the US or Canadian Postal Service on the date of mailing. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

e. The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

f. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the US Postal Service. "Postmark" has the same meaning as defined in Paragraph d. of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

g. Notwithstanding Paragraph a. of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

h. Offers may be modified or withdrawn by written notice, facsimile or telegram received at any time before award (see **SECTION B.3 – Facsimile Offers, Modifications, and Withdrawals**).

i. Prior to award, an offer may be withdrawn in person by an Offeror or the offeror's authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

B.5 Consideration of Offers

a. The Government will award a contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price, and other factors considered.

b. The Government reserves the right to reject any or all offers, to waive any informalities and minor irregularities in an offer, and unless otherwise specified by the Offeror, to accept any one item or group of items in an offer, as may be in the best interest of the Government.

c. The Government may award a contract on the basis of initial offers received, without discussions. Accordingly, each initial offer should be submitted on the most favorable terms, which the Offeror can submit to the Government. However, the Government reserves the right to conduct discussions if it is later determined by the Contracting Officer to be necessary.

d. The Government reserves the right to award a quantity less than the quantity offered, at the unit price offered, unless the Offeror specifies otherwise in the offer.

e. When more than one offer has been received for [product](#) listed in the solicitation, the Government reserves the right, at its discretion, to request final proposal revisions from those Offerors who have submitted responsive offers. In the event the Government requests final proposal revisions, a date and time for receipt of such offers will be set forth in the request. Any final proposal revisions received after the time and date specified for the receipt of final proposal revisions will not be considered unless they are received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

f. An Offeror may be determined to be non-responsible and therefore ineligible for award if there is a record of poor payment (e.g. checks returned for insufficient funds) or poor performance (failure to pay or remove [product](#) in a timely fashion).

B.6 Contract Award

A written award or acceptance of offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer) whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

SECTION C – INSPECTION

C.1 Inspection

a. All fuel supplied by the Government shall meet or exceed specifications contained in MIL-F-24951B (SA). Specifications are included at **EXHIBIT B – Specification MIL-F-24951B (SA), 10 Feb 95**.

b. Notwithstanding Paragraph a. above, the [product](#) is sold on an "AS-IS" basis. Therefore, Offeror is **invited and urged** to inspect the [product](#) to be sold prior to submitting an offer.

c. The prospective Offeror, or its designee, may at its own cost and expense, take samples not to exceed five (5) gallons. The Government does not warrant any samples of this [product](#) to be representative of the entire quantity being offered under this solicitation.

d. [Inspection of the product can be arranged by calling Mr James A. Gammon at \(808\) 473-2390 who will act as an escort.](#)

e. Any requests should include the name and title of each individual wishing to examine the [product](#). The Government reserves the right to limit the number of individuals seeking access to the [FISC Pearl Harbor](#). Prospective Offerors will be notified by telephone of the time the [product](#) that will be available for inspection at the [FISC Pearl Harbor](#). Requests for an appointment to inspect the [product](#) must be made to:

MR JIM A. GAMMON, CODE 703
FISC PEARL HARBOR
1942 GAFFNEY ST
PEARL HARBOR HI 96860-4549

Facsimile Number: (808) 473-0000
Telephone Number (808) 473-2390

E-Mail: James_A_Gammon@pearl.fisc.navy.mil

REQUESTS SHOULD BE MADE AS SOON AS POSSIBLE.

f. Prospective Offerors, their agents, and employees shall at all times comply with applicable rules and regulations in existence at **FISC Pearl Harbor, HI**.

C.2 Condition of Product

a. All product listed herein is offered for sale "**AS-IS**". "AS-IS" means the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the **product**, or its fitness for any use or purpose. The **product** will be sold in United States Gallons (USG). **This is not a sale by sample.**

b. The description of the **product** is based on the best information available to the Government.

SECTION D – PAYMENT

D.1 Payment

a. The Offeror agrees to pay for **product** awarded at the price or prices quoted in this offer. Payments shall be made in US dollars and shall be paid to the **Defense Finance and Accounting Service - Columbus**. **Check(s) should be credited to the "FISC PEARL HARBOR BP38"** Line of Accounting: **97X4930.NC1A 000 38007 00367 7T PRLRECLAIM1B**. Payment of amounts due under the contract shall be made by company check, certified check, cashier's check, or bank check made payable to **"Defense Finance and Accounting Service – Columbus"**. All checks must be drawn on a US domestic bank. Foreign checks will not be accepted. **A service charge of \$50.00 will be applied to all returned checks.**

b. Payments shall be accompanied by identifying information including the contract number and a copy of the DD 250 / DD 250-1 (Inspection and Receiving Report).

D.2 Payment Due Date

The Purchaser shall pay for the **product** within **ten (10) calendar days** after the Government transfers title to the Purchaser.

D.3 Title

Title to the **product**, and risk of loss thereof, shall pass from the Government to the Purchaser at the point the **product** passes into the Purchaser's **barge** or conveyance at the pick-up location designated in **EXHIBIT A – Solicitation/Contract for Sale of Product**.

D.4 Payment Address

ATTN: DFAS-CO-FPS
DEFENSE FINANCE & ACCOUNTING SERVICE – COLUMBUS CENTER
PO BOX 182204
COLUMBUS OH 43218-2204

D.5 Interest

a. Notwithstanding any other clause of this contract, all amounts that become payable by the Offeror to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. Simple interest shall be paid at the rate, fixed by the Secretary of the Treasury as provided in 41 USC. Section 611, which is applicable to the

period in which the amount becomes due and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until the amount due is paid in full.

b. Amounts shall be due at the earliest of the following dates:

(1) **Ten (10) calendar days** after the Government transfers title to the Purchaser.

(2) The date specified under **SECTION E - Removal of Product**, Paragraph b. if the Purchaser fails to remove the **product** within the contract removal period.

(3) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(4) The date the Government transmits to the Offeror a proposed settlement agreement to confirm completed negotiations establishing the amount of debt.

D.6 Letter of Credit

a. Within two (2) business days of receipt of award the Purchaser must provide the Contracting Officer an "Irrevocable Standby Letter of Credit" established in favor of the **Defense Finance and Accounting Service - Columbus**, and equal to 100% of the contract award ("contract award" being the estimated quantity **1,500,000** USG multiplied by the award price) and containing the provisions set out in **EXHIBIT D – Sample – Irrevocable Standby Letter of Credit**. The Letter of Credit must be issued by a depository institution located in and authorized to do business in any state of the United States or the District of Columbia, and authorized to issue letters of credit by the banking laws of the United States or any state of the United States or the District of Columbia. The original of the Letter of Credit must be sent to the Contracting Officer at the address specified on the cover page of this solicitation. Failure to provide the Letter of Credit may constitute grounds for termination of the contract(s) for cause.

b. The Letter of Credit must be an "Irrevocable Standby Letter of Credit," and MUST NO VARY IN SUBSTANCE from the sample in **EXHIBIT D**. If the Letter of Credit contains any provisions at variance with **EXHIBIT D**, or fails to include any provisions contained in **EXHIBIT D**, nonconforming provisions must be deleted and any missing provisions must be added or the Letter of Credit will not be accepted. The Letter of Credit must be effective on or before the date of first pick-up under the contract, and remain in effect for the entire contract period, must permit multiple partial drawings, and must contain the contract number. The issuing bank must provide documentation indicating that the person signing the Letter of Credit is authorized to do so, in the form of corporate minutes, the Authorized Signature List, or the General Resolution of Signature Authority.

c. All wire deposit and Letter of Credit costs will be borne by the Purchaser.

d. Within 30 calendar days after the final payment under the contract, the Contracting Officer shall authorize the cancellation of the Letter of Credit and shall return it to the bank or financial institution issuing the Letter of Credit. A copy of the notice of cancellation will be provided to the Purchaser.

D.7 Cashier's Check (Optional)

In lieu of providing a Letter of Credit under **SECTION D.6** above, the Purchaser may agree to pay for all **product** by means of a certified or cashier's check issued by a depository institution located in and authorized to do business in any state of the United States or the District of Columbia. Prior to removing **product**, the Purchaser must provide a certified or cashier's check payable to "**Defense Finance and Accounting Service - Columbus**" for an amount equal to the quantity of **product** stated in the order multiplied by the adjusted price in effect on the date of the **product** pick-up. The certified or cashier's check must be received by the individual designated in the Order at or before the time and the place of the **product** pick-up. Any quantity discrepancies between ordered and received amounts for **product** will be credited to or charged to the purchaser in the following month.

SECTION E – REMOVAL OF PRODUCT

a. The removal period for the **product** at **FISC Pearl Harbor, Storage Tank 53**, shall be **completed not later than 21 February 2000**.

b. The **product** purchased hereunder shall be removed from the appropriate storage facility within the time specified in Paragraph a. above, and after notice of acceptance of Offeror's offer by the Government. If the Purchaser fails to remove the **product** on or before the last day of the contract removal period through no fault of the Government, an invoice for all **product** remaining in storage on the last day of the contract removal period will be issued by the Government to the Offeror.

c. The **product** shall be removed **until it no longer meets the minimum requirements of the Military Specification for FOR**.

SECTION F – SHIPPING

F.1 Outloading

a. The **product** is sold on an "AS-IS" basis. Delivery is f.o.b. carrier's conveyance. The Purchaser shall furnish the Government complete shipping and document distribution instructions and the necessary commercial bills of lading to accomplish shipment. These documents shall be furnished prior to close of business on **11 February 2000**. Shipping instructions shall include, but not be limited to, the following:

- (1) Quantity of **product** to be released.
- (2) Designation of type and kind of conveyance.
- (3) Name of carrier and the name of an individual who will serve as a contact for the carrier (please include a phone number where this contact can be reached).
- (4) "Ship to" location.
- (5) Minimum load per conveyance (optional).
- (6) Desired shipping schedule.
- (7) Warning labels; as required by Federal, State, or local health, environmental, or transportation agencies.
- (8) Any additional pertinent information.

The shipping schedule furnished by the Purchaser shall be coordinated with **Mr James A. Gammon** prior to **11 February 2000** due to existing loading facilities and other commitments at the Government's storage location. Information regarding Government commitments at the storage location involved may be obtained from the address specified in Paragraph **c.** below. When applicable, instructions furnished shall also include the name of Purchaser's duly authorized agent who, as such, may furnish the above shipping instructions.

b. The Purchaser, its agent and employees shall at all times comply with all applicable rules and regulations existing at the **FISC Pearl Harbor, HI** and comply with all appropriate Federal, State and Local load limitations and any safety, health, and environmental requirements.

c. The contractor is solely responsible for ensuring that the proper fittings and transport equipment is provided for off loading. The government will not be held responsible for delays caused by improper off loading equipment. Shipping instructions and information requested in Paragraph **a.** above are to be furnished to the following address:

MR JIM A. GAMMON, CODE 703
FISC PEARL HARBOR
1942 GAFFNEY ST
PEARL HARBOR HI 96860-4549

Facsimile Number: (808) 473-0000
Telephone Number (808) 473-2390

E-Mail: James_A_Gammon@pearl.fisc.navy.mil

d. Offloading and pick-up(s) shall be completed **not later than 21 February 2000**. The FOR will be issued from FISC Pearl Harbor at Storage Tank 53 to a tank truck vehicle at the Kuahua Truck Loading Rack and/or to a tank vessel at Hotel Pier. Offloading will be performed to the extent that loading facilities and other commitments will permit.

e. The Government reserves the right to schedule and coordinate the offloading of **product**.

f. The **product** is sold subject to quantity determination as described in **SECTION F.2 – Quantity Determination**.

g. DESC should be contacted in emergencies for assistance during the off load by calling the **Operations Center, Contingency Plans and Operations Division (DESC-DL) Telephone: (703) 767-8420**.

h. The Government shall be afforded the opportunity to inspect the transport conveyance before and after offloading of the product. Furthermore, the Government shall be afforded an opportunity to retain a sample of the product dispensed into the transport conveyance. The Contractor should report any unforeseen problems to the DESC Operations Center, Contingency Plans and Operations Division immediately, see Subparagraph F.1.g above.

F.2 Quantity Determination

The quantity of **product** purchased under this contract shall be determined as follows:

a. FISC Pearl Harbor Fuel Department meters or automatic tank gauges shall be used to determine the actual amounts of fuel issued depending on the mode of transport chosen by the Contractor.

b. For issues to Tank Truck and Trailer/Tank Wagon: The quantity delivered will be determined (at the Government's option) on the basis of :

- (1) Certified capacity tables of the conveyance loaded; or
- (2) Calibrated meter.

c. For issue(s) to a barge or tanker the quantity delivered will be measured using the automatic tank gauge on the issue tank.

d. The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

e. Volume Correction: All product volume will be corrected to 60 degrees Fahrenheit as detailed in Paragraph f. below.

f. Measurement Standards: All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the American Petroleum Institute (API) Manual of the Petroleum Measurement Standards. Certified capacity tables shall mean capacity tables prepared by an independent inspector or an independent surveyor. In addition, the following specific standards will be used as applicable:

(1) API Manual of Petroleum Measurement Standards Chapter 7, Method of Measuring the Temperature of Petroleum Products (API 2543/ASTM D 1086).

(2) API Manual of Petroleum Measurement Standards Chapter 9, Section 1, Density Determination (ASTM 1298).

(3) API Manual of Petroleum Measurement Standards Chapter 3, Method of Gauging Petroleum Products (API 2545/ASTM D 1085).

(4) API Manual of Petroleum Measurement Standards Chapter 11.1, Volume Correction Factors (API 2540/ASTM D 1250/IP 200). Either the printed version or the computer subroutine version of the standard may be used. For motor gasoline use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B). If the original measurement is by weight, using calibrated scales, then Volume XI, Table 8, shall be used to convert pounds to US gallons at 60 degrees Fahrenheit.

(5) API Manual of Petroleum Measurement Standards Chapter 4, Proving Systems. All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

g. Units of Measure: Depending upon the unit shown in **EXHIBIT A – Solicitation/Contract for Sale of Product**, the unit of quantity, as used in this contract, shall be:

- (1) The barrel of 42 USG;
- (2) The USG of 231 cubic inches;
- (3) The long ton of 2,240 pounds;
- (4) The pound of 16 ounces.

Unless otherwise specified in the contract, the reference to gallons shall mean US gallons (USG).

F.3 Insurance Requirements

The Purchaser agrees to procure and maintain, and require any subcontractor to procure and maintain, during the term of this contract, or any extension thereof, adequate motor vehicle and general public liability and property damage insurance covering all duties and work to be performed under this contract, insuring against any third party claim for bodily injury or property damage, and Workman's Compensation and Employer's Liability Insurance and other legally required insurance for protection of employees. The motor vehicle and general public liability insurance shall provide limits of liability for bodily injury of not less than \$200,000 for each person and \$500,000 for each occurrence and property damage limits of not less than \$100,000 for each accident.

F.4 Assumption of Risk and Disclaimer of Liability

The Purchaser, its assigns or agents, assumes full responsibility for all injury or damage to persons or property occasioned by or occurring in connection with or incident to any use or possession of this **product**. The Government assumes no

liability for any damages to the property of the Purchaser or any other person or property, or for any personal injury, illness, disability or death to the Purchaser, Purchaser's employees or any other person subject to Purchaser's control, or for any other consequential damages arising from or incident to Purchaser's control, or for any other consequential damages arising from or incident to the purchase, use, loading, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance. The Purchaser agrees to include this clause in any transportation contract for removal of the [product](#).

F.5 Safety and Fuel Spills

- a. FISC Pearl Harbor Fuel Department and/or NAVSTA Pearl Harbor Port Operations will provide for fuel containment and assist in spill cleanup on base at the pick-up location designated in **EXHIBIT A – Solicitation/Contract for Sale of Product**.
- b. Any fuel spills, which occur off base during shipment for the product, shall be the sole responsibility of the Purchaser.
- c. The Purchaser shall adhere to all US Navy safety regulations while on US Navy Property.

F.6 Environmental Protection and Precautions of Packing Materials

a. FOR is considered to be hazardous material. The Purchaser hereby agrees to comply with all applicable federal, state, or local laws, governing the storage, handling, transportation, disposal, and disposition of [product](#). **Material Safety Data Sheets as required by OSHA Hazard Communication Standard-29 CFR 1910.1200 are incorporated herein. (See EXHIBIT C - Material Safety Data Sheets).** (See also 29 CFR 1910.1000, Table Z-3). It is the responsibility of the Purchaser to further communicate this information to the distributor, manufacturer, user, and/or transporter of this material as may be required by federal regulations.

b. The purchaser shall provide documentation to the Government of compliance with 40 CFR Part 279 for any FOR burned for energy recovery.

c. The transportation of hazardous material is governed by Department of Transportation (DOT) Hazardous Materials Regulations (Title 49, Code of Federal Regulations, Parts 170-189). The Purchaser, as shipper, will have the responsibility to certify to the DOT that such hazardous materials are properly classified, described, packaged, marked and labeled and are in a condition safe to transport based on the Offeror's own examination of the material.

d. The Government reserves the right to conduct reasonable inspection of the Offeror's and/or its agent's representatives, assignee's and/or vendor's transportation conveyances and/or equipment utilized to effect removal of property purchased under this offering. Such action may be accomplished prior to, during, and/or subsequent to removal of property from Government premises. The Offeror shall furnish Government employees, and/or authorized Government representatives, with access and any reasonable assistance required conducting such inspections.

e. The Offeror represents, warrants, and certifies to the United States Government that it will use and ultimately dispose of any hazardous property purchased under this Solicitation of Offers in accordance with all applicable Federal, State, Local, and International laws and regulations and in a manner safe for the public and the environment. The Government cautions that the subject item(s) have or may have one or more components, parts, constituents or ingredients that may be corrosive, reactive, ignitable or exhibit other hazardous or toxic properties.

f. HEALTH WARNING. As part of this solicitation, a specific detailed Materials Safety Data Sheet has been provided. This data provides specific toxicity and health related data for the protection of human health and the environment. Offerors should review this information carefully prior to submitting an offer. This data sheet should be reviewed carefully by all that use, handle, transport, and/or store this material. Guidance in these documents should be adhered to and communicated to all involved.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 Default

a. The Government may, by written notice of default to the Purchaser, terminate this contract in whole or in part if the Purchaser fails to –

- (1) Make payment and remove the **product** within the time specified in this contract or any extension;
- (2) Remove the **product** within the time specified in this contract irrespective of whether or not payment has been made;
- (3) Make progress, so as to endanger performance of this contract; or
- (4) Perform any of the other provisions of this contract.

b. If the Government terminates the contract, the Purchaser shall be held liable for damages as described below. However, in no event will damages exceed the original contract price.

c. If the Government terminates the Purchaser for default, it may subsequently resell the **product** for the Purchaser's account, under the terms and in the manner the Contracting Officer considers appropriate, and assess the Purchaser the difference between the contract price and the price obtained on resale as actual damages. In no event will the Purchaser be refunded any monies due to the Government obtaining a greater price on resale, nor will an accounting of money be made until resale is complete. In the event that the Government does not succeed in reselling the **product** within 12 months, the Purchaser may be held liable for the full contract price.

d. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

G.2 Disputes

a. This contract is subject to the Contract Disputes Act of 1978 (41 USC 601-613) (the Act).

b. Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Purchaser seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by Subparagraph d.(2) below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this Paragraph, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. (1) A claim by the Purchaser shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the Government against the Offeror shall be subject to a written decision by the Contracting Officer.

(2) For Purchaser claims exceeding \$50,000, the Purchaser shall submit with the claim a certification that –

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Offeror's knowledge and belief; and

(iii) The amount requested accurately reflects the contract adjustment for which the Offeror believes the Government is liable.

(3) (i) If the Offeror is an individual, the certification shall be executed by that individual.

(ii) If the Offeror is not an individual, the certification shall be executed by –

(A) A senior company official in charge at the Purchaser's plant or location involved; or

(B) An officer or general partner of the Purchaser having overall responsibility for the conduct of the Purchaser's affairs.

e. For Purchaser claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Purchaser, render a decision within 60 days of the request. For Purchaser-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Purchaser of the date by which the decision will be made.

f. The Contracting Officer's decision shall be final unless the Purchaser appeals or files a suit as provided in the Act.

g. At the time a claim by the Purchaser is submitted to the Contracting Officer or a claim by the Government is presented to the Purchaser, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternative dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in Subparagraph **d.(2)** of this clause, and executed in accordance with Subparagraph **d.(3)** of this clause.

h. The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

i. The Offeror shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

G.3 Termination for the Convenience of the Government

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall only be liable for actual costs incurred by the Contractor before the effective date of termination.

G.4 Protests

a. Protests that are filed directly with the Defense Energy Support Center and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from:

**ATTN: DENNIS STANLEY, DESC-PCA RM 4819
DEFENSE ENERGY SUPPORT CENTER (DESC)
8725 JOHN J. KINGMAN RD STE 4950
FORT BELVOIR VA 22060-6222**

b. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

G.5 Excusable Delays

a. In the event either party should be prevented from performing under this contract by reason of any unforeseeable cause beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, sovereign acts of the United States, acts of a foreign Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, performance under the contract shall be suspended in whole or in part until such cause ceases to

exist and thereafter the time for fulfillment of the contract shall be extended by the length of time during which such cause prevented performance under the contract.

b. In order for this **SECTION G.5 – Excusable Delays**, to become operative, the party to the contract affected by the excusable delay condition must furnish the other party with written notice of the nature and extent of the excusable delay condition promptly after the commencement thereof, but in any event prior to offloading of the [product](#) from the storage location from which it is to be shipped. Written notice shall be furnished within ten (10) calendar days to the other party when the excusable delay condition ceases to exist.

G.6 Modification

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer.

G.7 Officials Not to Benefit

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

G.8 Covenant Against Contingent Fees

a. The Offeror warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to add to the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

b. "Bona fide agency," as used in this Paragraph, means an established commercial or selling agency, maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

c. "Bona fide employee," as used in this Paragraph, means a person, employed by a Offeror and subject to the Offeror's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

d. "Contingent fee," as used in this Paragraph, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

e. "Improper influence," as used in this Paragraph, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

SECTION H – DEFINITIONS

As used throughout this solicitation, the following terms shall have the meaning set forth below:

a. The term "Contracting Officer" means a US Government person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings.

b. The term "Offeror" or "Purchaser" herein means Contractor.

(This SECTION is to be completed and returned with your offer)

SECTION I – CERTIFICATIONS

I.1 Taxpayer Identification Number (TIN):

a. TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) TAXPAYER IDENTIFICATION NUMBER (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

I.2 Contingent Fee Representation and Agreement

a. Representation. The Offeror represents that, except for full-time bona fide employees working solely for the Offeror, the Offeror: (NOTE: The Offeror must check the appropriate boxes. For interpretation of the representation, including the term bona fide employee, See **SECTION G.8 – Covenant Against Contingent Fees**)

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

b. Agreement. The Offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when Subparagraph **a.(1)** or **a.(2)** is answered affirmatively, to promptly submit to the Contracting Officer–

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same Contracting Officer, including the date and applicable solicitation or contract number, and representing that the prior SF 119 applies to this offer or quotation.

I.3 Certification Regarding Debarment, Suspension, Proposed Debarment, and other Responsibility Matters

a. (1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals–

(A) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by an Federal agency.

(B) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the

submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subparagraph (a)(1)(i)(B) of this provision.

(ii) The Offeror ☐ has, ☐ has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code.

b. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous by reason of changed circumstances.

c. A certification that any of the items in Paragraph a. of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

d. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required in Paragraph a. of this provision. The knowledge and information of a Offeror is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.

e. The certification in Paragraph a. of this provision is material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to the other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I.4 Certification for Intended Use of Purchased Product

a. Offeror certifies that intended use of this product is:

_____.

b. Offeror certifies that product purchased under this solicitation will not be resold to the US Government.

(Offeror's Signature)

I.5 Certification for Letter of Credit/Cashier's Check (Optional)

Reference **SECTION D.6 – Letter of Credit** and **D.7 – Cashier's Check (Optional)**. Offeror must initial one of the following:

(1) Purchaser elects to provide a Letter of Credit in accordance with **SECTION D.6** _____ (*initial*); or

(2) Purchaser elects to pay for product by certified or cashier's check in accordance with **SECTION D.7** _____ (*initial*).

SECTION J – EXHIBITS

J.1 EXHIBIT A – Solicitation/Contract for Sale of Product

J.2 EXHIBIT B – Specification MIL-F-24951B (SA), 10 Feb 95

J.3 EXHIBIT C – Material Safety Data Sheets

J.4 EXHIBIT D – Sample – Irrevocable Standby Letter of Credit

SOLICITATION/CONTRACT FOR SALE OF PRODUCT

OFFEROR TO COMPLETE

SALE OF GOVERNMENT PROPERTY NEGOTIATED SALES CONTRACT		CONTRACT NUMBER SP0600-		PAGE 1 of 1	
This contract is entered into by and between the United States of America, hereinafter called the "Government," represented by the Contracting Officer executing this contract and the Purchaser below identified. The Government agrees to sell and the Purchaser agrees to buy the material described below in accordance with the terms and conditions of SP0600-00-R-0025 , incorporated herein by reference.					
ITEM	PROPERTY DESCRIPTION AND LOCATION	QUANTITY (Offered)	UNIT	UNIT PRICE	TOTAL AMOUNT
0001	<p>FUEL OIL, RECLAIMED (FOR). (See NOTE 1 below.)</p> <p>LOCATION: Fleet and Industrial Supply Center (FISC) Pearl Harbor, Hawaii – Storage Tank s B-1, B-2, & 53. (See NOTE 2 below.)</p> <p>ISSUE TANK – Storage Tank 53, Pick-up Points – Kuahua Truck Loading Rack and Hotel Pier. (See NOTE 3 below.)</p> <p>PICK-UP DATE(S) – Pick-up(s) to be completed on or before 21 February 2000</p> <p>FOB ORIGIN – (Contractor furnished Tank Truck Vehicle and/or Tank Vessel) – MODE OF PICK-UP OFFERED:</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>NOTE 1: The Offeror is invited and urged to inspect the product to be sold prior to submitting an offer. Also, SECTIONS A.2, Description, and C.2, Condition of Product, of this solicitation.</p> <p>NOTE 2: Offers must be for the removal of all product that can be pumped from Storage Tank 53 only, provided that the amount is within the quantity limitations of the contract and that the product meets the minimum requirements of the Military Specification for FOR. The large majority of FOR offered for sale under this solicitation is currently stored in Storage Tank 53. Between now and the time of issue to a successful offeror under this solicitation relatively smaller amounts of on-specification FOR may be transferred from Tank B-1 and/or Tank B-2 to Storage Tank 53.</p> <p>NOTE 3: Fueling operations involving commercial tank vessels at Hotel Pier run 24/7. The Kuahua Truck Loading Rack is normally operated during daylight hours only.</p> <p>PAYMENT ADDRESS: ATTN: DFAS-CO-FPS DEFENSE FINANCE & ACCOUNTING SERVICE – COLUMBUS PO BOX 182204 COLUMBUS OH 43218-2204</p> <p>ACCOUNTING AND APPROPRIATION DATA: FISC PEARL HARBOR BP38 ACCOUNT: 97X4930.NC1A 000 38007 00367 7T PRLRECLAIM1B</p>	1,500,000 (Estimated)	USG	\$ _____	\$ _____
EXECUTION BY PURCHASER			EXECUTION BY GOVERNMENT		
DATE (Day, Month, Year)			UNITED STATES OF AMERICA BY: DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD STE 4950 FORT BELVOIR VA 22060-6222		DATE:
NAME OF PURCHASER			NAME AND TITLE OF CONTRACTING OFFICER <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> Contracting Officer DESC-PLC (Signature) (Agency)		
ADDRESS (Street, City, State & Zip Code) (Type or Print)					
Phone: _____ FAX: _____ E-Mail: _____			KATHRYN R. RISO Contracting Officer Ground Fuels Division II Direct Delivery Fuels		
SIGNATURE AND TITLE OF PERSON AUTHORIZED TO SIGN THIS CONTRACT (Type or print NAME and TITLE under signature)					
<hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> (Signature)					

EXHIBIT A

SPECIFICATION MIL-F-24951B (SA)

Not Measurement
Sensitive

MIL-F-24951B (SA)
10 FEBRUARY 1995
SUPERSEDING
MIL-F-24951A (SA)
17 NOVEMBER 1993

MILITARY SPECIFICATION

FUEL OIL RECLAIMED

This specification is approved for use by the Department of the Navy and is available for use by all Departments and Agencies of the Department of Defense.

1. SCOPE

1.1 Scope. This specification covers Fuel Oil, Reclaimed (Stock Number NSN 9140-01-068-6903) which is produced as a product of Navy reclamation operations (product use is described in 6.1).

2. APPLICABLE DOCUMENTS

2.1 Government documents.

2.1.1 Standards. The following standards form a part of this document to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS) and supplement thereto, cited in the solicitation.

Beneficial comments (recommendations, additions, deletions) and any pertinent data which may be of use in improving this document should be addressed to Commanding Officer, Navy Petroleum Office, 5010 Duke Street, Cameron Station, Alexandria, VA 22304-6180, by using the self-addressed Standardization Document Improvement Proposal (DD Form 1426) appearing at the end of this document or by letter.

AMSC N/A

FSC 9140

DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.

STANDARDS

FEDERAL

- FED-STD-313 - Material Safety Data Sheets
- FED-STD-791 - Lubricants, Liquid Fuels, and Related Products; Methods of Testing

MILITARY

- MIL-STD-105 - Sampling Procedures and Tables for Inspection by Attributes
- MIL-STD-290 - Packaging of Petroleum and Related Products

Unless otherwise indicated, copies of Federal and Military specifications, standards and handbooks are available from the Standardization Document Order Desk, 700 Robbins Avenue, Building #4, Section D, Philadelphia, PA 19111-5094.

2.2 Non-Government Publications. The following documents form a part of this specification to the extent specified herein. The issues of the documents which are indicated as DOD adopted shall be the issue listed in the current DODISS and the supplement thereto, if applicable.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- D 88 - Saybolt Viscosity
- D 93 - Flash Point by Pensky-Martens Closed Tester, Test Method For (DOD adopted)
- D 97 - Pour Point of Petroleum Oils, Test Method For (DOD adopted)
- D 129 - Sulfur in Petroleum Products (General Bomb Method), Test Method For (DOD adopted)
- D 287 - API Gravity of Crude Petroleum and Petroleum Products (Hydrometer Method), Test Method For (DOD adopted)
- D 396 - Standard Specification for Fuel Oils
- D 445 - Kinematic Viscosity of Transparent and Opaque Liquids (and the Calculation of Dynamic Viscosity), Test Method For (DOD adopted)
- D 473 - Sediment in Crude and Fuel Oils by Extraction
- D 482 - Ash from Petroleum Products, Test Method For (DOD adopted)

MIL-F-24951B (SA)

- D 808 - Standard Test Method for Chlorine in New and Used Petroleum Products (Bomb Method)
- D 1796 - Water and Sediment in Fuel Oils by Centrifuge Method (Laboratory Procedure)
- D 4057 - Standard Method of Sampling Petroleum and Petroleum Products (manual) (DOD adopted)
- D 4177 - Standard Method of Sampling Petroleum and Petroleum Products (automatic) (DOD adopted)
- E 29 - Recommended Practice for Indicating Which Places of Figures Are to Be Considered Significant in Specified Limiting Values (DOD adopted)

(Application for copies should be addressed to the American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103.)

ENVIRONMENTAL PROTECTION AGENCY (EPA)

Title 40 Code of Federal Regulations (CFR) part 266 - Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities

Title 40 Code of Federal Regulations (CFR) part 761 - Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions

(Application for copies of the above CFR documents should be addressed to the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402.)

(Non-Government standards and other publications are normally available from the organizations that prepare or distribute the documents. These documents also may be available in or through libraries or other information services.)

2.3 Order of Precedence. In the event of a conflict between the text of this document and the references cited herein (except for related associated detail specifications or specification sheets), the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been obtained.

3. REQUIREMENTS

3.1 General. Requirements contained herein are not subject to corrections for tolerance of test methods. If multiple determinations are made by the inspecting laboratory, average results will be used except for those test methods where repeatability data are given. In those cases, the average value derived from the individual results that agree within the repeatability limits given may be used at the discretion of the inspection authority, provided an indication is given of the total number of results obtained and the number falling outside the repeatability limits. For purposes of determining conformance with each requirement, an observed value or calculated value shall be rounded off "to the nearest unit" in the last right-hand place of figures used in expressing the limiting value, in accordance with the rounding-off procedures given in ASTM E 29.

3.2 Material. Fuel Oil, Reclaimed shall consist of a mixture of distillates and residual fuel and may contain used lubricants or other used oil products. The product must be in conformance with 40 CFR 266 for On-Specification Used Oil Fuel to meet the requirements of Fuel Oil, Reclaimed. A product that is subject to regulation as a hazardous waste or that is mixed with a hazardous waste does not meet the requirements of this specification.

3.2.1 Additives. The additives listed herein may be present singularly or in combination as a result of different fuel sources.

3.2.1.1 Stabilizer Additives. Fuel Oil Stabilizer Additive, conforming to DOD-A-24682 (and listed in the current QPL-24682, may have been blended into the original distillate fuel for additional protection against deterioration at a dosage up to 100 milligrams per liter (37.9 grams/100 gallons (U.S.) or 35 pounds/1,000 barrels).

3.2.1.2 Antioxidants. An approved antioxidant may have been blended into the original jet fuel to prevent the formation of gums and peroxides after manufacture. The concentration of the antioxidant may range from 17.2 mg to 24 mg of active ingredient per liter of fuel (6.0 to 8.4 lb/1000 barrels). The following antioxidant formulations are approved:

- a. 2,6-di-tert-butyl-4-methylphenol
- b. 6-tert-butyl-2,4-dimethylphenol
- c. 2,6-di-tert-butylphenol
- d. 75 percent minimum-2,6-di-tert-butylphenol 25 percent maximum tert-butylphenols and tri-tert-butylphenols
- e. 72 percent minimum 6-tert-butyl-2,4-dimethylphenol 28 percent maximum tert-butyl-methylphenols and tert-butyl-dimethylphenols

3.2.1.3 Metal Deactivator. A metal deactivator, N,N-disalicyclidene-1, 2 propanediamine may have been blended into the original fuel in an amount not to exceed 5.8 milligrams of active ingredient per liter of fuel (2.2 grams/100 gallons (U.S.) or 2 lb/1,000 barrels).

3.2.1.4 Ignition Improver. Ignition Improver additives may have been added to the original fuel to raise the ignition quality of the fuel. The following additives are approved:

Amyl Nitrate (mixed primary nitrates)
 Hexyl Nitrate (N-Hexyl Nitrate)
 Cyclohexyl Nitrate
 N-Octyl Nitrate

3.3 Chemical and Physical Requirements. The fuel shall conform to the physical and chemical requirements specified in Table I. The values provided for variability unless otherwise stated.

TABLE I. CHEMICAL AND PHYSICAL REQUIREMENTS.1/2/

Characteristics	Requirements	FED-STD-791 Test Method	ASTM Test Method
Flashpoint, °C (min.)	38		D 93
Explosiveness, % (max.)	50	1151.1	
Water & Sediment, % (max.)	2.0		D 1796
Sediment, % (max.)	0.5		D 473
Density (API Gravity @ 60°C)	(25-40)		D 287
Viscosity at 40°C, Cst	2.0 - 15.0		D 445
Viscosity at 50°C, SU	30 - 90		D 88
Pour Point, °C (max.)	-6.7		D 97
Neutrality	Neutral	5101	----
Sulfur content, % (max.)	2.0		D 129

MIL-F-24951B (SA)

Sulfated Ash, % (max.)	0.15	D 482
Trace metals, ppm (max.)		
Arsenic	5	3040*/3050
Cadmium	2	EPA SW-846
Chromium	10	and;
Lead	100	proposed
		method for
		evaluating
		solid
		waste
Total Halogen ^{3/}	1000 ppm	ASTM D 808-87

* Recommended only for non-sedimentaceous oils.

1/ In the U.S., limits for sulfur, metals, halogens, PCBs or other constituents shall be as specified or as regulated by EPA, State or local regulations where the fuel is to be burned, whichever is more restrictive. In foreign countries the sulfur limit shall conform to the limit established in the Status of Forces Agreement.

2/ Requirements may vary in accordance with changes in Federal, State and local environmental regulations and with specific user equipment requirements.

3/ Fuel Oil, Reclaimed is intended to be managed as an On-Specification Used Oil Fuel under this specification in accordance with regulations for Used Oils provided by 40 CFR 266. Fuel Oil, Reclaimed containing more than 1,000 ppm total halogens is presumed to be a hazardous waste and is not acceptable for use under this specification. This presumption can be rebutted by demonstrating that the oil does not contain significant concentrations of hazardous waste, in which case the oil is acceptable for use under this specification and can be managed as a Used Oil Fuel under 40 CFR 266. Fuel Oil, Reclaimed containing more than 4,000 ppm total halogens that is not a hazardous waste is regulated as an Off-Specification Used Oil Fuel under 40 CFR 266.

3.4 Regulatory Requirements. Because Fuel Oil, Reclaimed is a product of a mixture of a variety of oils, the product is subject to regulation by 40 CFR 266, Subpart E. Generators, suppliers and users of Fuel Oil, Reclaimed are also subject to applicable environmental regulations in 40 CFR 266.

4. QUALITY ASSURANCE PROVISIONS

4.1 Responsibility. Unless otherwise specified in the contract or purchase order, the Navy is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract or purchase order, the Navy may use its own or any other facilities suitable for the performance of the inspection requirements specified herein.

4.2 Bulk Lot. Bulk lot shall be considered an indefinite quantity of a homogeneous mixture of material offered for acceptance in a single isolated container.

4.3 Homogeneity. The homogeneity of the product will be determined by measuring density (API Gravity) using ASTM Test Method D 287. Lots will be considered homogeneous if the determinations for the upper, middle and lower samples do not vary from the average by more than 0.5 for API Gravity.

4.4 Sampling.

4.4.1 Sampling for Tests. Samples for tests shall be taken in accordance with ASTM D 4057 or 4177. Samples shall be tested in accordance with Table I and 4.5. Upper, middle and lower samples will be taken as described in ASTM D 4057 or 4177. Samples may be composited to a single sample if the lot is homogeneous. If the lot is not homogeneous, specification tests will be performed separately on the upper, middle and lower samples.

4.5 Inspection. Inspection shall be performed in accordance with method 9601 of FED-STD-791.

4.6 Test Reports. Test data shall be reported in the same order as listed in Table I.

5. PREPARATION FOR DELIVERY

5.1 Packaging, Packing and Marking. Packaging, packing and marking shall be in accordance with MIL-STD-290. The level of packaging, level of packing, type, and size shall be as specified (see 6.2.1).

6. NOTES

6.1 Intended Use. Fuel Oil, Reclaimed can be used as a substitute for ASTM D 396 either directly or as a blend in stationary fuel-burning furnaces for heating buildings, for the generation of steam or other purposes.

6.2 Navy Responsibilities. The Navy is responsible for assuring that the Fuel Oil, Reclaimed meets all the requirements listed in Table I.

6.3 User Responsibilities. The user is responsible for any on-site blending and all operational or equipment modifications necessary to assure that the Fuel Oil, Reclaimed is burned in a safe, efficient and environmentally sound manner as specified in MO-911, "Utilization of Navy Generated Waste Oils as Burner Fuel."

6.4 Subject Term (Keyword) Listing.

Shore Boiler Fuel
F.O.R.
Fuel
Recycle Fuel
Reclaimed Oil

6.5 Changes from Previous Issue. Marginal notations are not used in this revision to identify changes with respect to the previous issue due to the extensiveness of the changes.

6.6 National Stock Number. The following National Stock Number has been assigned to the fuel covered by this specification:

Gallon (COG 1B Item) 9140-01-068-6903

Custodians:
Navy - SA

Preparing Activity:
Navy - SA
(Project 9140-N107)

Review Activities:
Navy - YD, MC, CG
DLA - PS

MATERIAL SAFETY DATA SHEETS

MATERIAL SAFETY DATA SHEET

Fleet and Industrial Supply Center
Manchester Fuel Department
Building 467
Bremerton, WA 98314-5100
(206) 476-2135

Date:

PRODUCT NAME: FUEL OIL, RECLAIMED (FOR)

CHEMICAL DESCRIPTION: A BLEND OF VARIOUS PETROLEUM FUELS AND USED LUBRICATING OILS

CHEMICAL FAMILY: PETROLEUM HYDROCARBONS

DOT PROPER SHIPPING NAME: COMBUSTIBLE LIQUID, N.O.S (PETROLEUM HYDROCARBONS)

UN/NA NUMBER: NA1993

DOT HAZARD CLASS: COMBUSTIBLE LIQUID

COMPOSITION COMMENT: THIS MATERIAL IS A BLEND OF DIESEL FUEL, MILITARY AVIATION FUELS (JP4, JP5, JP8) AND VARIOUS USED LUBRICATING AND ENGINE OILS. THE PRODUCT MAY CONTAIN THE FOLLOWING COMPONENTS:

PETROLEUM HYDROCARBONS	APPROX. 100%
TRIMETHYL BENZENE (CAS # 25551-13-7)	< 0.1%
NAPHTHALENE HYDROCARBONS (CAS # 91-20-3)	< 0.1%
BENZENE (CAS # 71432)	< 0.1%
XYLENES (CAS # 1330-20-7)	< 0.1%

(List is not all inclusive. Other components may be present)

PHYSICAL DESCRIPTION: dark brown oily liquid, petroleum odor

pH: NA

VAPOR PRESSURE: unknown

VAPOR DENSITY: unknown

BOILING POINT: unknown

POUR POINT: <-7 deg. C

SOLUBILITY: insoluble in water, completely soluble in oil

SPECIFIC GRAVITY: 0.83-0.90

EVAPORATION RATE: unknown

VISCOSITY: 2.0-15 centistokes @ 40 deg. C

PERCENT VOLATILE: unknown

STABILITY AND REACTIVITY:

MATERIAL SAFETY DATA SHEETS

Disclaimer of Liability

The information in this MSDS was obtained from sources which we believe are reliable. HOWEVER, THE INFORMATION IS PROVIDED WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING ITS CORRECTNESS.

The conditions or methods of handling, storage, use and disposal of the product are beyond our control and may be beyond our knowledge. FOR THIS AND OTHER REASONS, WE DO NOT ASSUME RESPONSIBILITY AND EXPRESSLY DISCLAIM LIABILITY FOR LOSS, OR DAMAGE OR EXPENSE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE HANDLING, STORAGE, USE OR DISPOSAL OF THE PRODUCT.

This MSDS was prepared and is to be used only for this product. If the product is used as a component in another product, this MSDS information may not be applicable.

MATERIAL SAFETY DATA SHEETS

For fires involving this material; do not enter any enclosed or confined fire space without proper protective equipment. This may include self-contained breathing apparatus to protect against the hazardous effects of normal products of combustion or oxygen deficiency. Cool tanks and containers exposed to fire with water.

COMBUSTION PRODUCTS:

Normal combustion forms carbon dioxide and water vapor; incomplete combustion can produce carbon dioxide.

FIRST AID MEASURES

EYE: No first aid procedures are required. However, as a precaution, flush eyes with fresh water for 15 minutes. Remove contact lenses, if worn.

SKIN: Remove contaminated clothing. Wash skin thoroughly with soap and water. See a doctor if any signs or symptoms described in this document occur. Discard contaminated non-waterproof shoes and boots. Wash contaminated clothing.

INGESTION: If swallowed, give water or milk to drink and telephone for medical advice. DO NOT make person vomit unless directed to do so by medical personnel. If medical advice cannot be obtained, then take the person to nearest medical emergency treatment center or hospital.

INHALATION: Move the person to fresh air. For respiratory distress, give air, oxygen, or administer cardiopulmonary resuscitation (CPR) if necessary. If effects continue, see a doctor.

NOTE TO PHYSICIANS: Ingestion of this product or subsequent vomiting can result in aspiration of light hydrocarbon liquid which can cause pneumonitis.

Eliminate all sources of ignition in the vicinity of spill or released vapor. Contain spill.

Clean up spills immediately, observing precautions in Exposure Controls/ Personal Protective Equipment section. This material is considered to be a water pollutant and releases of this product should be prevented from contaminating soil and water and from entering drainage and sewer systems. Clean up small spills using appropriate techniques such as sorbent materials or pumping. Where feasible and appropriate, remove contaminated soil. Follow prescribed procedures for reporting and responding to larger releases. The spilled material and any water or soil which it has contacted may be hazardous to animal/aquatic life.

Regulations require reporting spills of this material that could reach any surface waters. The toll free number for the U. S. Coast Guard National Response Center is 1-800-424-8802. Comply with all applicable laws and regulations for reporting spills and disposing of spilled or cleaned up material.

MATERIAL SAFETY DATA SHEETS

CARCINOGENICITY: This product contains a mixture of petroleum hydrocarbons called middle distillates (boiling between 380F and 700F). Toxicology data developed on some middle distillates found that they caused positive responses in some mutagenicity tests and caused skin cancer when repeatedly applied to mice over their lifetime. This product may contain some middle distillates found to cause those adverse effects.

PERSONAL PROTECTIVE EQUIPMENT

EYE/FACE PROTECTION: No special eye protection is usually necessary. Eye protection is highly recommended in conditions where petroleum is being misted.

SKIN PROTECTION: Avoid contact with skin or clothing. Skin contact should be minimized by wearing protective clothing or gloves.

RESPIRATORY PROTECTION: No special respiratory protection is normally required. However, if operating conditions create high airborne concentrations, the use of an approved respirator is recommended.

ENGINEERING CONTROLS: Use this material only in well-ventilated areas.

OTHER HYGIENIC PRACTICES: Use good personal hygiene practices. Wash hands before eating, drinking, smoking or using toilet facilities. Remove soiled clothing and launder before re-use.

FLAMMABLE PROPERTIES:

FLASH POINT (ASTM D93): 100-200 Deg F

AUTO IGNITION: Approx. 495F (Based on NFPA "Fuel Oil No. 2")

FLAMMABILITY LIMITS (% by volume in air): Lower: approx. 0.8 Upper: approx. 7.5 (Based on NFPA "Fuel Oil No. 2")

EXTINGUISHING MEDIA: CO2, Dry Chemical, Foam and Water Fog

HANDLING AND STORAGE: DO NOT USE OR STORE near flame, sparks or hot surfaces. USE ONLY IN WELL VENTILATED AREA.

FIRE AND EXPLOSION HAZARDS: Moderately combustible. When heated above the flash point, this material will release flammable vapors which if exposed to an ignition source can burn in the open or be explosive in confined spaces. Mists or sprays may be flammable at temperatures below the normal flash point.

FIRE FIGHTING INSTRUCTION:

Liquid evaporates and forms vapor that can catch fire and burn with explosive violence. Invisible vapor spreads easily and can be set on fire by many sources such as pilot lights, welding equipment, and electrical motors and switches.

MATERIAL SAFETY DATA SHEETS

HAZARDOUS DECOMPOSITION PRODUCTS: unknown

CHEMICAL STABILITY: Stable

CONDITIONS TO AVOID: No data available

INCOMPATIBILITY WITH OTHER MATERIALS: May react with strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.

HAZARDOUS POLYMERIZATION: Polymerization will not occur.

SUMMARY OF HAZARDS

- COMBUSTIBLE LIQUID
- HARMFUL OR FATAL IF SWALLOWED-CAN ENTER THE LUNGS AND CAUSE DAMAGE
- CAUSES SKIN IRRITATION UPON PROLONGED OR REPEATED CONTACT

ACUTE HAZARDS: Liquid, mist or vapor contact can irritate eyes, skin, and the respiratory and digestive tracts.

EYE: This substance is not expected to cause prolonged or significant eye irritation.

SKIN: This substance is a moderate skin irritant so contact with the skin could cause prolonged (days) injury to the affected area. The degree of injury will depend on the amount of material that gets on the skin and the speed and thoroughness of the first aid treatment. Prolonged or repeated contact with this material may result in skin absorption and produce toxic effects.

INGESTION: This material can irritate the mouth, throat, and stomach and cause nausea, vomiting, diarrhea and restlessness. Because of the low viscosity of this substance, it can directly enter the lungs if it is swallowed. (This is called aspiration). This can occur during the act of swallowing or when vomiting the substance. Once in the lungs, the substance is very difficult to remove and can cause severe injury to the lungs and death.

INHALATION - primary route: Exposure can cause irritation to the nose, throat and lungs. Prolonged breathing of vapors can cause central nervous system effects (dizziness, Loss of coordination, coma and death) depending on the concentration/duration of exposure.

SIGNS AND SYMPTOMS OF EXPOSURE:

SKIN - primary route: Moderate skin irritation can occur upon short term exposure. Symptoms may include pain or a feeling of heat, discoloration, swelling and blistering.

INHALATION: Central nervous system effects may include one or more of the following: headache, dizziness, loss of appetite, weakness and loss of coordination.

CHRONIC EFFECTS:

Exposure to this material may cause cardiac sensitization. Long term tests show that similar petroleum distillates have produced skin, liver, and kidney tumors in laboratory animals. Avoid prolonged or repeated contact.

Potential reproductive hazard.

Personnel with pre-existing central nervous system disease, skin disorders, or chronic respiratory diseases should avoid exposure to this product. Reports in the literature conclude that long-term exposure to jet fuels may result in changes in 1) the incidence and prevalence of psychiatric symptoms 2) psychological tests and 3) EEGs. These studies were conducted in specific work situations where there were exposures to jet fuels.

SAMPLE – IRREVOCABLE STANDBY LETTER OF CREDIT

(NOTE: FORM MY VARY, SUBSTANCE MAY NOT)

BANK LETTERHEAD

IRREVOCABLE STANDBY LETTER OF CREDIT

TO: ATTN: GROUND FUELS DIVISION II, DIRECT DELIVERY FUELS, CONTRACTING OFFICER
DEFENSE ENERGY SUPPORT CENTER (DESC)-PLC
8725 JOHN J. KINGMAN RD STE 4950
FORT BELVOIR VA 22060-6220

EFFECTIVE DATE: _____
AMOUNT OF LETTER OF CREDIT: \$ _____
CONTRACTOR: _____
CONTRACT NUMBER: SP0600- _____
LETTER OF CREDIT NUMBER: _____

To Whom It May Concern:

We hereby establish our "Irrevocable Standby Letter of Credit" in your favor, available by your draft/s at sight, drawn on (Name of Bank issuing this Standby letter of Credit) accompanied by a manually signed statement that the signer is "an authorized representative of the Defense Energy Support Center", and one or both of the following statements:

a. "I hereby certify that the United States Government has delivered **product** under the terms of Contract Number SP0600-_____ and that (Contractor) has not paid under the terms of that contract, and as a result owes the Government \$_____."

b. "I hereby certify that (Contractor) has failed to take delivery of **product** under the terms of Contract Number SP0600-_____, and as a result owes the Government \$_____."

Drafts must be presented for negotiations on or before the expiration date of this Letter of Credit, (Expiration Date), at our bank. The Government may make multiple drafts against this Letter of Credit.

This Letter of Credit is subject to the Uniform Customs and Practice of Documentary Credits (1993 Revision, International Chamber of Commerce Publication No. 500) and except as may be inconsistent therewith, to the Uniform Commercial Code in effect on the date of issuance of this Letter of Credit in the state in which the issuer's head office within the United States is located.

We hereby agree with the drawers, endorsers and bona fide holders that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation and delivery of the above documents for negotiation at our bank on or before the expiration date.

Very truly yours,

(Authorized Signature)

(Typed Name and Title)

NOTE: FORM MAY VARY, SUBSTANCE MAY NOT
PROVIDE COPY OF EXHIBIT A-SOLICITATION.CONTRACT FOR SALE OF PRODUCT TO YOUR BANK

EXHIBIT D